

|  |                                  |   |  |                                  |                              |
|--|----------------------------------|---|--|----------------------------------|------------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i>  |                                  | 1. SOLICITATION NO.<br><br>W912ES-05-Q-0024                 | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED <i>(RFP)</i>   | 3. DATE ISSUED<br><br>8-Aug-2005 | PAGE OF PAGES<br><br>1 OF 51 |
| <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>  |                                  |   |  |                                  |                              |
| 4. CONTRACT NO.  |                                  | 5. REQUISITION/PURCHASE REQUEST NO.<br><br>W81G67-5203-3571 |  | 6. PROJECT NO.<br><br>107279     |                              |
| 7. ISSUED BY<br><br>CONTRACTING DIVISION<br>USACE - ST. PAUL<br>190 5TH STREET E<br>ST. PAUL MN 55101<br><br>TEL: 651-290-5419      FAX: 651-290-5706  |                                  | CODE W912ES   | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE<br><br><div style="text-align: center; font-size: 1.2em; font-weight: bold;">See Item</div><br>TEL:      FAX: |                                  |                              |
| 9. FOR INFORMATION CALL:   | A. NAME<br><br>LEIGH M BANDY MAJ |   | B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i><br><br>651-290-5709  |                                  |                              |
| SOLICITATION   |                                  |   |  |                                  |                              |
| <b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>  |                                  |   |  |                                  |                              |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i><br><br><p>The work for this contract includes the installation of a sewer line beneath the office building slab and the installation of new bathroom and kitchen fixtures at Eau Galle Lake Project, Spring Valley, WI. It also includes all associated hardware so that the fixtures are operational. All supplies, materials, equipment, and labor necessary to complete the scope of work are to be provided by the contractor.</p> <p>This solicitation is a small business set-aside and the NAICS code is 238220 with the size standard of \$12.0 million.</p>   |                                  |   |  |                                  |                              |
| 11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within _____ calendar days after receiving<br><input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>52.211-10</u> .)  |                                  |   |  |                                  |                              |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO   |                                  |   |  | 12B. CALENDAR DAYS               |                              |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS:<br><br>A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i><br>local time <u>18 Aug 2005</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.<br><br>B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.<br><br>C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.<br><br>D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. |                                  |   |  |                                  |                              |

| <b>SOLICITATION, OFFER, AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i>  |  |                                       |           |             |  |   |  |  |                 |  |
|--|--|---------------------------------------|-----------|-------------|--|---|--|--|-----------------|--|
| <b>OFFER (Must be fully completed by offeror)</b>  |  |                                       |           |             |  |   |  |  |                 |  |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>  |  |                                       |           |             |  | 15. TELEPHONE NO. <i>(Include area code)</i>  |  |  |                 |  |
|  |  |                                       |           |             |  | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  |  |  |                 |  |
|  |  |                                       |           |             |  | See Item  |  |  |                 |  |
| CODE   |  | FACILITY CODE                         |           |             |  | 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i> |  |  |                 |  |
|  |  |                                       |           |             |  |   |  |  |                 |  |
| AMOUNTS  |  | SEE SCHEDULE OF PRICES                |           |             |  |   |  |  |                 |  |
| 18. The offeror agrees to furnish any required performance and payment bonds.  |  |                                       |           |             |  |   |  |  |                 |  |
| <b>19. ACKNOWLEDGMENT OF AMENDMENTS</b><br><i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>   |  |                                       |           |             |  |   |  |  |                 |  |
| AMENDMENT NO.  |  |                                       |           |             |  |   |  |  |                 |  |
| DATE   |  |                                       |           |             |  |   |  |  |                 |  |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>  |  |                                       |           |             |  | 20B. SIGNATURE  |  |  | 20C. OFFER DATE |  |
| <b>AWARD (To be completed by Government)</b>   |  |                                       |           |             |  |   |  |  |                 |  |
| 21. ITEMS ACCEPTED:  |  |                                       |           |             |  |   |  |  |                 |  |
| 22. AMOUNT   |  | 23. ACCOUNTING AND APPROPRIATION DATA |           |             |  |   |  |  |                 |  |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i>  |  |                                       |           | <b>ITEM</b> |  | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)  |  |  |                 |  |
| 26. ADMINISTERED BY  |  |                                       | CODE      |             |  | 27. PAYMENT WILL BE MADE BY:  |  |  | CODE            |  |
|  |  |                                       |           |             |  |   |  |  |                 |  |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>   |  |                                       |           |             |  |   |  |  |                 |  |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. |  |                                       |           |             |  | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i><br>Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.  |  |  |                 |  |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>  |  |                                       |           |             |  | 31A. NAME OF CONTRACTING <i>(Type or</i>  |  |  |                 |  |
| 30B. SIGNATURE   |  |                                       | 30C. DATE |             |  | TEL:  |  |  | EMAIL:          |  |
|  |  |                                       |           |             |  | 31B. UNITED STATES OF AMERICA<br>BY   |  |  | 31C. AWARD DATE |  |

## **Section 00010 – Solicitation Contract Form**

### **NOTES TO QUOTERS**

1. EFFECTIVE MAY 31, 1998, ALL CONTRACTORS MUST REGISTER WITH THE DEFENSE CENTRAL CONTRACTOR REGISTRATION (CCR) IN ORDER TO RECEIVE ANY CONTRACT AWARD. (other than those made via the Government credit card program). Contractors may register on line at <http://www.ccr.gov>

2. ORIGINAL AND TWO (2) COPIES OF THE QUOTATION INCLUDING THE REQUIRED TECHNICAL SUBMITTALS SHALL BE SUBMITTED NO LATER THAN 2:00 PM LOCAL TIME (CST), 18 AUGUST 2005 AT THE US ARMY CORPS OF ENGINEERS, 190 5<sup>TH</sup> STREET EAST, ST. PAUL MN 55101-1638, ATTN: LEIGH M. BANDY. FACSIMILE OF QUOTATIONS AND FACSIMILE OF MODIFICATIONS THERETO, WILL NOT BE ACCEPTED.

3. The apparent low quoter may be requested to provide the following information as soon as possible after the quotation due date:

- a. A Financial Statement, to include a balance sheet and income statement, and
- b. A Bank Certification of Financial Capability (line of credit).

This information will be treated as confidential. The financial statements should be not over 60 days old. If over 60 days old, a certification should be attached stating that the financial condition of the firm is substantially the same or, if not the same, the changes that have taken place.

4. All extensions of the unit prices shown will be subject to verification by the Government. In case of a discrepancy between the unit price and the extension, the unit price will govern.

5. NOTICE TO LARGE BUSINESS: The U.S. Army Corps of Engineers, St. Paul District, is committed to participation of Small Business, Small Disadvantaged Business and Women-Owned Small Business in the performance of work under this solicitation and resultant contract. This award is set aside for small business concerns only.

6. Unbalanced quotes. The Government may reject as any quote that is materially unbalanced between contract line item numbers or sub-items on the bidding schedule. A quote is materially unbalanced when it is based on prices that are significantly less than cost for some work and prices, which are overstated, in relation to cost, for other work. A materially unbalanced quote may be rejected if the Contracting Officer has a reasonable doubt as to whether the quote will result in the lowest overall cost to the government even though it may be the low evaluated quote. Additionally, a quote that is so unbalanced so as to be tantamount to an advance payment will be rejected even if acceptance of the quote would result in the lowest overall cost to the Government.

7. Any prospective quoter desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing not later than 5 days prior to receipt of quotes.

Questions can be faxed to (651) 290-5706, attention MAJ Leigh Bandy. Questions received after the deadline may not be answered prior to closing.

8. The information provided within the quotation submittal will be incorporated by reference to the contract award document.

9. This solicitation and any forthcoming amendments will only be available on the USACE St. Paul District website at <http://www.mvp.usace.army.mil/>. Click on “Doing Business With Us – Contracting/Bidders Info” and then click on “St. Paul Electronic Bid Solicitations (EBS).” Any forthcoming amendments will only be available on this web site. E-mail notifications will be sent upon issuance of any amendments to all registered firms. Due to e-mail message notifications may not be reliable based on system constraints, it is recommended that each registered firm check this web site periodically for updates. A paper hard copy of each amendment will not be mailed unless specifically requested in writing.

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>SECTION 00010 – SOLICITATION CONTRACT FORM .....</b>  | <b>2</b>  |
| NOTES TO QUOTERS .....   | 3         |
| WAGE RATES .....   | 7         |
| <b>SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS .....</b>  | <b>26</b> |
| STATEMENT OF WORK .....  | 26        |
| 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003) ..   | 29        |
| 52.209-4001 BIDDER'S QUALIFICATIONS (APR 1984) FAR 9.105-1 .....   | 30        |
| 52.211-6 BRAND NAME OR EQUAL (AUG 1999) .....  | 30        |
| 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) .....  | 30        |
| 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) .....   | 31        |
| 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) .....   | 31        |
| 52.236-4005 UNAVAILABILITY OF UTILITY SERVICES .....   | 31        |
| <b>SECTION 00600 - REPRESENTATIONS &amp; CERTIFICATIONS .....</b>  | <b>32</b> |
| 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005) .....  | 32        |
| 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT<br>OF A TERRORIST COUNTRY (SEP 2004) .....       | 32        |
| 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) .....   | 34        |
| 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG<br>1992) .....                                 | 34        |
| <b>SECTION 00700 - CONTRACT CLAUSES .....</b>  | <b>36</b> |
| 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR<br>1984) .....                                    | 36        |
| 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN<br>COMMERCIAL ITEMS) (JUL 2005) .....           | 36        |
| 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) .....  | 39        |
| 52.236-2 DIFFERING SITE CONDITIONS (APR 1984) .....  | 40        |
| 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR<br>1984) .....                                  | 40        |
| 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984) .....   | 41        |
| 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) .....  | 42        |
| 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) .....   | 42        |
| 52.236-8 OTHER CONTRACTS (APR 1984) .....  | 42        |
| 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,<br>UTILITIES, AND IMPROVEMENTS (APR 1984) ..... | 42        |
| 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984) .....  | 43        |
| 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) .....  | 43        |
| 52.236-12 CLEANING UP (APR 1984) .....   | 44        |
| 52.236-13 ACCIDENT PREVENTION (NOV 1991) .....   | 44        |
| 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) .....  | 45        |
| 52.236-17 LAYOUT OF WORK (APR 1984) .....  | 46        |
| 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) .....  | 46        |
| 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995) .....  | 47        |
| 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991) .....  | 47        |
| 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991) .....   | 48        |

|   |    |
|---|----|
| Section 0800 – Special Contract Requirements .....            | 49 |
| 52.214-5000     ARITHMETIC DISCREPANCIES – EFARS .....        | 49 |
| 52.232-4004     INVOICE PROCEDURES .....                      | 49 |
| 52.236-4006     SAFETY AND HEALTH REQUIREMENTS MANUAL INTERIM |    |
| CHANGES, EM 385-1-1 (APR 2001).....                           | 50 |
| 52.236-4014     PURCHASE ORDERS .....                         | 50 |
| 52.246-4001     LABORATORY AND TESTING FACILITIES .....       | 50 |
| 52.249-5000     BASIS FOR SETTLEMENT OF PROPOSALS .....       | 50 |

**WAGE RATES**

General Decision Number: WI030019 07/29/2005 WI19

Superseded General Decision Number: WI020019

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

**HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines), AND HOPPER DREDGE PROJECTS**

Modification Number    Publication Date

|   |            |
|---|------------|
| 0 | 06/13/2003 |
| 1 | 03/12/2004 |
| 2 | 04/16/2004 |
| 3 | 06/25/2004 |
| 4 | 07/16/2004 |
| 5 | 07/30/2004 |
| 6 | 11/26/2004 |
| 7 | 07/08/2005 |
| 8 | 07/29/2005 |

\* BOIL0107-001 07/01/2005

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

**Boilermaker**

|   |          |       |
|---|----------|-------|
| Boilermaker.....                                  | \$ 28.64 | 16.33 |
| Small Boiler Repair (under<br>25,000 lbs/hr)..... | \$ 22.11 | 10.45 |

-----  
BRWI0001-002 06/01/2005**CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES**

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 25.88 | 12.05 |
|-----------------|----------|-------|

-----  
\* BRWI0002-002 06/01/2005**ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES**

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 31.79 | 11.95 |
|-----------------|----------|-------|

-----  
BRWI0003-002 06/01/2005**BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES**

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 25.73 | 12.20 |
|-----------------|----------|-------|

---

 BRWI0004-002 06/01/2005

## KENOSHA, RACINE, AND WALWORTH COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 29.23 | 12.70 |
|-----------------|----------|-------|

---

 BRWI0006-002 06/01/2005

## ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 26.03 | 11.90 |
|-----------------|----------|-------|

---

 BRWI0007-002 06/01/2005

## GREEN, LAFAYETTE, AND ROCK COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 27.02 | 12.60 |
|-----------------|----------|-------|

---

 BRWI0008-002 06/01/2005

## MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 29.71 | 12.10 |
|-----------------|----------|-------|

---

 BRWI0009-001 06/01/2005

## GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 25.73 | 12.20 |
|-----------------|----------|-------|

---

 BRWI0011-002 06/01/2005

## CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| Bricklayer..... | \$ 25.73 | 12.20 |
|-----------------|----------|-------|

---

 BRWI0013-002 06/01/2005



## DANE, GRANT, IOWA, AND RICHLAND COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Bricklayer.....         | \$ 27.36 | 12.26   |
| -----                   |          |         |
| BRWI0019-002 06/01/2005 |          |         |

## BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Bricklayer.....         | \$ 25.58 | 12.35   |
| -----                   |          |         |
| BRWI0021-002 06/01/2005 |          |         |

## DODGE AND JEFFERSON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Bricklayer.....         | \$ 27.52 | 1210    |
| -----                   |          |         |
| BRWI0034-002 06/01/2005 |          |         |

## COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Bricklayer.....         | \$ 27.37 | 12.25   |
| -----                   |          |         |
| CARP0087-001 05/01/2004 |          |         |

## BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 &amp; 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 29.51 | 10.06   |
| -----                          |          |         |
| CARP0252-002 06/01/2004        |          |         |

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| Carpenters     |          |         |
| Carpenter..... | \$ 24.31 | 10.43   |

|                 |          |       |
|-----------------|----------|-------|
| Millwright..... | \$ 25.91 | 10.43 |
| Piledriver..... | \$ 24.81 | 10.43 |

---

CARP0252-010 06/01/2004

ASHLAND COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| Carpenters       |          |         |
| Carpenter.....   | \$ 22.02 | 10.43   |
| Millwright.....  | \$ 25.91 | 10.43   |
| Pile Driver..... | \$ 24.81 | 10.43   |

---

CARP0264-003 06/01/2004

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| Carpenter..... | \$ 27.34 | 11.01   |

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CARP2337-001 06/01/2004

|               | Rates    | Fringes |
|---------------|----------|---------|
| Piledriverman |          |         |
| Zone A.....   | \$ 25.76 | 14.37   |
| Zone B.....   | \$ 22.98 | 14.37   |

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

---

CARP2337-003 06/01/2004

|             | Rates    | Fringes |
|-------------|----------|---------|
| Millwright  |          |         |
| Zone A..... | \$ 26.32 | 13.98   |
| Zone B..... | \$ 25.27 | 13.78   |
| Zone C..... | \$ 25.17 | 13.78   |
| Zone D..... | \$ 25.32 | 13.78   |
| Zone E..... | \$ 25.37 | 13.53   |

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA COUNTY

ZONE C: RACINE COUNTY (Area East of Hwy 75)

ZONE D: JEFFERSON (South of I-94), RACINE (West of Hwy 75), and WALWORTH COUNTIES

ZONE E: DODGE AND JEFFERSON (North of I-94) COUNTIES

-----  
ELEC0014-002 06/01/2004

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES

|                    | Rates    | Fringes    |
|--------------------|----------|------------|
| Electricians:..... | \$ 27.72 | 27.8%+4.00 |

-----  
ELEC0127-002 12/01/2004

KENOSHA COUNTY

|                    | Rates    | Fringes    |
|--------------------|----------|------------|
| Electricians:..... | \$ 29.54 | 24.8%+6.05 |

-----  
ELEC0158-002 06/01/2004

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

|                    | Rates    | Fringes     |
|--------------------|----------|-------------|
| Electricians:..... | \$ 25.73 | 26.75%+6.46 |

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ELEC0159-003 06/01/2004

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

|                    | Rates    | Fringes    |
|--------------------|----------|------------|
| Electricians:..... | \$ 27.31 | 29.2%+5.71 |

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ELEC0219-004 06/01/2004

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

|  | Rates    | Fringes |
|--|----------|---------|
| Electricians:                            |          |         |
| Electrical contracts over \$90,000.....  | \$ 24.98 | 11.65   |
| Electrical contracts under \$90,000..... | \$ 22.54 | 11.58   |

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ELEC0242-005 06/01/2004

## DOUGLAS COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 27.42 | 54.5%   |
| -----                   |          |         |
| ELEC0388-002 06/01/2004 |          |         |

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 25.00 | 12.16   |
| -----                   |          |         |
| ELEC0430-002 06/01/2004 |          |         |

## RACINE COUNTY (Except Burlington Township)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 28.77 | 13.38   |
| -----                   |          |         |
| ELEC0494-005 06/01/2005 |          |         |

## MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Electricians:.....        | \$ 28.17 | 16.63   |
| -----                     |          |         |
| * ELEC0494-006 06/01/2004 |          |         |

CALUMET (Township of New Holstein), FOND DU LAC (Except Waupun), MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 24.70 | 15.46   |
| -----                   |          |         |
| ELEC0577-003 06/01/2004 |          |         |

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 25.15 | 12.36   |
| -----                   |          |         |
| ELEC0890-003 06/01/2005 |          |         |

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK  
AND WALWORTH COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 27.50 | 13.72   |
| -----                   |          |         |
| ELEC0953-001 06/01/2005 |          |         |

|                              | Rates    | Fringes     |
|------------------------------|----------|-------------|
| Line Construction:           |          |             |
| (1) Lineman.....             | \$ 30.22 | 4.50+28.75% |
| (2) Heavy Equipment Operator | \$ 27.20 | 4.50+28.75% |
| (3) Equipment Operator.....  | \$ 24.18 | 4.50+28.75% |
| (4) Heavy Groundman Driver.. | \$ 21.15 | 4.50+28.75% |
| (5) Light Groundman Driver.. | \$ 19.64 | 4.50+28.75% |
| (6) Groundsman.....          | \$ 16.62 | 4.50+28.75% |
| -----                        |          |             |
| ENGI0139-001 06/01/2005      |          |             |

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 31.09 | 15.00   |
| Group 2.....             | \$ 30.59 | 15.00   |
| Group 3.....             | \$ 30.09 | 15.00   |
| Group 4.....             | \$ 29.80 | 15.00   |
| Group 5.....             | \$ 27.92 | 15.00   |
| Group 6.....             | \$ 22.77 | 15.00   |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Boring Machines (directional); Master Mechanic

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) having a manufacturer's rated capacity of 3 cu yds and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal)

GROUP 3: Backhoes (excavators) under 3 cu yd; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Concrete Pumps; Tractor over 40 hp; Bulldozer over 40 hp; End Loader over 40 hp; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Trencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Firemen (pile drivers and derricks); Manhoist; Lift Slab Machines; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers); Stump Chippers (large); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Screed Operator; Screed Operator; Stone Crushers and Screening Plants; Prestress Machines; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors, over and under 400 CFM; Generators, over and under 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Conveyor; Forklifts; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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\* ENGI0139-003 06/01/2005

STATEWIDE (Except Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha)

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 28.32 | 14.55   |
| Group 2.....             | \$ 27.82 | 14.55   |
| Group 3.....             | \$ 27.32 | 14.55   |
| Group 4.....             | \$ 26.79 | 14.55   |
| Group 5.....             | \$ 24.72 | 14.55   |
| Group 6.....             | \$ 24.09 | 14.55   |

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) having a manufacturer's rated capacity of 3 cu yd and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) under 3 cu yd; Traveling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete and Grout Pumps; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5

tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators, over or under 150 kw; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Conveyor; Elevator Operator

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IRON0008-002 06/01/2004

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 24.56 | 15.23   |

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IRON0008-003 06/01/2004

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 26.37 | 15.23   |

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IRON0383-001 06/01/2004

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 26.05 | 13.24   |

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IRON0498-005 06/01/2004

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 2/3) COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 29.45 | 20.425  |

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IRON0512-008 12/01/2004

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 29.45 | 15.87   |

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IRON0563-004 12/01/2004

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND  
WASHBURN COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 25.40 | 14.56   |

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LABO0113-002 06/01/2004

MILWAUKEE AND WAUKESHA COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| Group 1..... | \$ 21.12 | 10.57   |
| Group 2..... | \$ 21.27 | 10.57   |
| Group 3..... | \$ 21.47 | 10.57   |
| Group 4..... | \$ 21.62 | 10.57   |
| Group 5..... | \$ 21.77 | 10.57   |
| Group 6..... | \$ 17.61 | 10.57   |

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2004

OZAUKEE AND WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| Group 1..... | \$ 20.37 | 10.57   |
| Group 2..... | \$ 20.47 | 10.57   |
| Group 3..... | \$ 20.52 | 10.57   |
| Group 4..... | \$ 20.72 | 10.57   |
| Group 5..... | \$ 20.57 | 10.57   |
| Group 6..... | \$ 17.46 | 10.57   |



## LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0140-002 06/01/2004

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

## Laborers:

|              |          |      |
|--------------|----------|------|
| Group 1..... | \$ 20.70 | 9.17 |
| Group 2..... | \$ 20.80 | 9.17 |
| Group 3..... | \$ 20.85 | 9.17 |
| Group 4..... | \$ 21.05 | 9.17 |
| Group 5..... | \$ 20.90 | 9.17 |
| Group 6..... | \$ 17.33 | 9.17 |

## LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated)

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LABO0237-002 06/01/2004

## KENOSHA AND RACINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| Group 1..... | \$ 18.98 | 11.77   |
| Group 2..... | \$ 19.13 | 11.77   |
| Group 3..... | \$ 19.33 | 11.77   |
| Group 4..... | \$ 19.30 | 11.77   |
| Group 5..... | \$ 19.63 | 11.77   |
| Group 6..... | \$ 16.12 | 11.77   |

## LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LABO0464-003 06/01/2004

## DANE COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| Group 1..... | \$ 20.98 | 9.17    |
| Group 2..... | \$ 21.08 | 9.17    |
| Group 3..... | \$ 21.13 | 9.17    |
| Group 4..... | \$ 21.33 | 9.17    |
| Group 5..... | \$ 21.18 | 9.17    |
| Group 6..... | \$ 17.33 | 9.17    |

## LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2004

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Painters:

New:

|                             |          |      |
|-----------------------------|----------|------|
| Brush, Roller.....          | \$ 24.42 | 9.91 |
| Spray, Sandblast, Steel.... | \$ 25.02 | 9.91 |

Repaint:

|                             |          |      |
|-----------------------------|----------|------|
| Brush, Roller.....          | \$ 22.92 | 9.91 |
| Spray, Sandblast, Steel.... | \$ 23.52 | 9.91 |

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PAIN0108-002 06/01/2005

RACINE COUNTY

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Painters:

|                        |          |       |
|------------------------|----------|-------|
| Brush, Roller.....     | \$ 23.75 | 11.71 |
| Spray & Sandblast..... | \$ 24.75 | 11.71 |

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PAIN0259-002 06/01/2004

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                |          |      |
|----------------|----------|------|
| Painters:..... | \$ 21.76 | 9.20 |
|----------------|----------|------|

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PAIN0259-004 06/01/2004

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|              |          |      |
|--------------|----------|------|
| Painter..... | \$ 16.58 | 6.95 |
|--------------|----------|------|

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PAIN0781-002 06/01/2005

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Painters:

|                        |          |       |
|------------------------|----------|-------|
| Bridge.....            | \$ 25.14 | 11.80 |
| Brush.....             | \$ 24.79 | 11.80 |
| Spray & Sandblast..... | \$ 25.54 | 11.80 |

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PAIN0802-002 06/01/2005

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

|  |          |         |
|--|----------|---------|
|  | Rates    | Fringes |
| Painters:                                |          |         |
| Brush.....                               | \$ 23.10 | 9.80    |
| Structural Steel, Spray,<br>Bridges..... | \$ 24.10 | 9.80    |

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PAIN0802-003 06/01/2004

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

|                |          |         |
|----------------|----------|---------|
|                | Rates    | Fringes |
| Painters:..... | \$ 19.32 | 6.02    |

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PAIN0934-001 06/01/2005

KENOSHA AND WALWORTH COUNTIES

|                       |          |         |
|-----------------------|----------|---------|
|                       | Rates    | Fringes |
| Painters:             |          |         |
| Brush.....            | \$ 24.34 | 11.12   |
| Spray.....            | \$ 25.34 | 11.12   |
| Structural Steel..... | \$ 24.49 | 11.12   |

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PAIN1011-002 06/01/2004

FLORENCE COUNTY

|                |          |         |
|----------------|----------|---------|
|                | Rates    | Fringes |
| Painters:..... | \$ 20.95 | 5.55    |

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PLAS0599-010 06/01/2005

|              |          |         |
|--------------|----------|---------|
|              | Rates    | Fringes |
| Cement Mason |          |         |
| Area 1.....  | \$ 25.92 | 11.83   |
| Area 2.....  | \$ 25.00 | 11.15   |
| Area 3.....  | \$ 24.05 | 12.45   |
| Area 4.....  | \$ 25.80 | 10.70   |
| Area 5.....  | \$ 25.17 | 11.33   |

Area 6.....\$ 22.35      14.15

#### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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PLUM0011-003 05/01/2004

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|              |          |       |
|--------------|----------|-------|
| Plumber..... | \$ 29.61 | 11.14 |
|--------------|----------|-------|

-----  
PLUM0075-002 06/01/2005

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|              |          |       |
|--------------|----------|-------|
| Plumber..... | \$ 31.35 | 10.89 |
|--------------|----------|-------|

-----  
PLUM0075-004 06/01/2005

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                         |          |       |
|-------------------------|----------|-------|
| Plumber/Pipefitter..... | \$ 31.60 | 10.89 |
|-------------------------|----------|-------|

-----  
PLUM0075-009 06/01/2002

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|              |          |      |
|--------------|----------|------|
| Plumber..... | \$ 30.25 | 9.29 |
|--------------|----------|------|

-----  
PLUM0118-002 06/01/2004

## KENOSHA, RACINE, AND WALWORTH COUNTIES

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 28.21 | 13.19   |
| -----                        |          |         |
| PLUM0400-003 06/01/2004      |          |         |

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Plumber/Pipefitter..... | \$ 27.72 | 10.52   |
| -----                   |          |         |
| PLUM0434-002 06/01/2004 |          |         |

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Pipefitter.....         | \$ 27.45 | 10.62   |
| -----                   |          |         |
| PLUM0506-007 06/01/2003 |          |         |

## MARINETTE COUNTY (Niagara only)

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Plumber/Pipefitter           |          |         |
| (1) Jobs where plumbing      |          |         |
| bid is \$50,000 or less..... | \$ 20.56 | 12.05   |
| (2) All other work.....      | \$ 25.71 | 12.05   |
| -----                        |          |         |
| * TEAM0039-002 05/01/2004    |          |         |

|                              | Rates   | Fringes |
|------------------------------|---------|---------|
| Self-Propelled Hopper Dredge |         |         |
| Drag Tender.....             | \$ 8.78 | 4.23+A  |
| FOOTNOTE FOR DRAG TENDERS:   |         |         |

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (August 20), Veteran's Day, Thanksgiving Day, and Christmas Day

|                          |          |       |
|--------------------------|----------|-------|
| -----                    |          |       |
| Truck drivers:           |          |       |
| 1 & 2 Axle Trucks.....   | \$ 19.45 | 12.01 |
| 3 or more axles; Euclids |          |       |
| or Dumptr, Articulated   |          |       |
| Truck, Mechanic.....     | \$ 19.60 | 12.01 |
| -----                    |          |       |
| Well Driller.....        | \$ 16.52 | 3.70  |

-----

SELF-PROPELLED HOPPER DREDGE:

Drag Tender           \$ 8.78           \$4.23+A

FOOTNOTE:

A. Paid Holidays: New years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (August 20), Veteran's Day, Thanksgiving Day, and Christmas Day

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WELL DRILLER           \$16.52           \$3.70

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



| ITEM<br>NO | SUPPLIES/SERVI<br>CES  | QUANTITY | UNIT        | UNIT PRICE | AMOUNT |
|------------|--|----------|-------------|------------|--------|
| 0001       |  | 1        | Lump<br>Sum |            |        |
|            | DAM OPS- EAU GALLE RESTROOM<br>FFP<br>DAM OPS- EAU GALLE RESTROOM<br>PURCHASE REQUEST NUMBER: W81G67-5203-3571 |          |             | _____.     | _____. |

FOB: Destination

| ITEM<br>NO | SUPPLIES/SERVI<br>CES  | QUANTITY | UNIT        | UNIT PRICE | AMOUNT |
|------------|--|----------|-------------|------------|--------|
| 0002       |  | 1        | Lump<br>Sum |            |        |
|            | REC OPS-EAU GALLE BATHROOM<br>FFP<br>REC OPS-EAU GALLE BATHROOM<br>PURCHASE REQUEST NUMBER: W81G67-5203-3571 |          |             | _____.     | _____. |

FOB: Destination

## Section 00100 - Bidding Schedule/Instructions to Bidders

### **STATEMENT OF WORK** **OFFICE RESTROOM REHAB**

#### **1.0 GENERAL**

**1.1        Scope of Work** The work for this contract includes the installation of a sewer line beneath the office building slab and the installation of new bathroom and kitchen fixtures. It also includes all associated hardware so that the fixtures are operational. All supplies, materials, equipment, and labor necessary to complete the scope of work are to be provided by the contractor.

**1.2        Site Visit:** Quoters are expected to inspect the site where the work is to be performed. Site visits may be arranged by contacting: David Reynolds, Park Manager, Eau Galle Lake Project, Spring Valley, WI, (715) 778-5562.

**1.3        Work Schedules:** All work must be completed **not later than 30 September 2005**. The contractor shall provide a work schedule in writing or orally to the Eau Galle Lake Project Manager at least 3 days prior to the start date. Work may not occur on weekends without prior approval.

#### **2.0 LOCATION**

**2.1** Eau Galle Lake Project is located in Midwestern Wisconsin approximately 50 miles east of the Minneapolis-St. Paul metropolitan area and about 40 west of Eau Claire, Wisconsin. The work site is located at the Eau Galle Lake Project office which north of Spring Valley Wisconsin approximately 1 mile.

**2.2** The location of specific work area is indicated on the Vicinity Map attached to this document.

#### **3.0 SITE WORK**

**3.1** The work involves jack hammering approximately 30' of concrete flooring. Install new sewer line to holding tank approximately 40'. Install new pressure tank and accessories to accommodate three restrooms for approximately 12 employees. Replace old cast iron piping, approximately 30'. Install new kitchen type sink and faucet. Replace existing 1-1/2" galvanized piping. Replace water heater with On-Demand type heater with all gas piping and venting. Move existing bathroom plumbing to backside of wall. Install new water filter and water softener. Install water shut off to laboratory across the street. Install new hot water hydrant outside front of building. Install bathroom venting fan in new bathroom. Install floor mop basin and faucet where directed. Install floor drain in new bathroom. Rough-in for future drinking fountain at a location designated by the POC.

**3.2            Materials:** The following materials or their equal when a name brand and model is specified, are necessary for completing the work specified above. All material not specifically listed below but necessary for the work specified in this contract, shall be furnished by the contractor.

One (1) Curb key & curb wrench

One (1) Chicago lavatory high arc faucet

One (1) 24" Vanity & top (commercial quality)

One (1) Pressure assist water closet

One (1) Elkay CR-3322 Stainless Steel kitchen sink with baskets & Delta 440WF faucet.

One (1) Mop sink with faucet

One (1) Spin down water filter system

One (1) Floor drain

One (1) Frost proof wall hydrant Woodford 67C-12

One (1) Rough-in plumbing for future drinking fountain

One (1) Rinnai on-demand gas water heater

One (1) Diamond Water Softener

One (1) Braun-NuTone heavy duty bathroom exhaust fan with venting

One (1) Pressure tank

#### **4.0            SAFETY**

**4.1**            All work shall be performed in accordance with the Corps of Engineers Safety and Health Manual, EM 385-1-1. The manual is available for download at <http://www.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

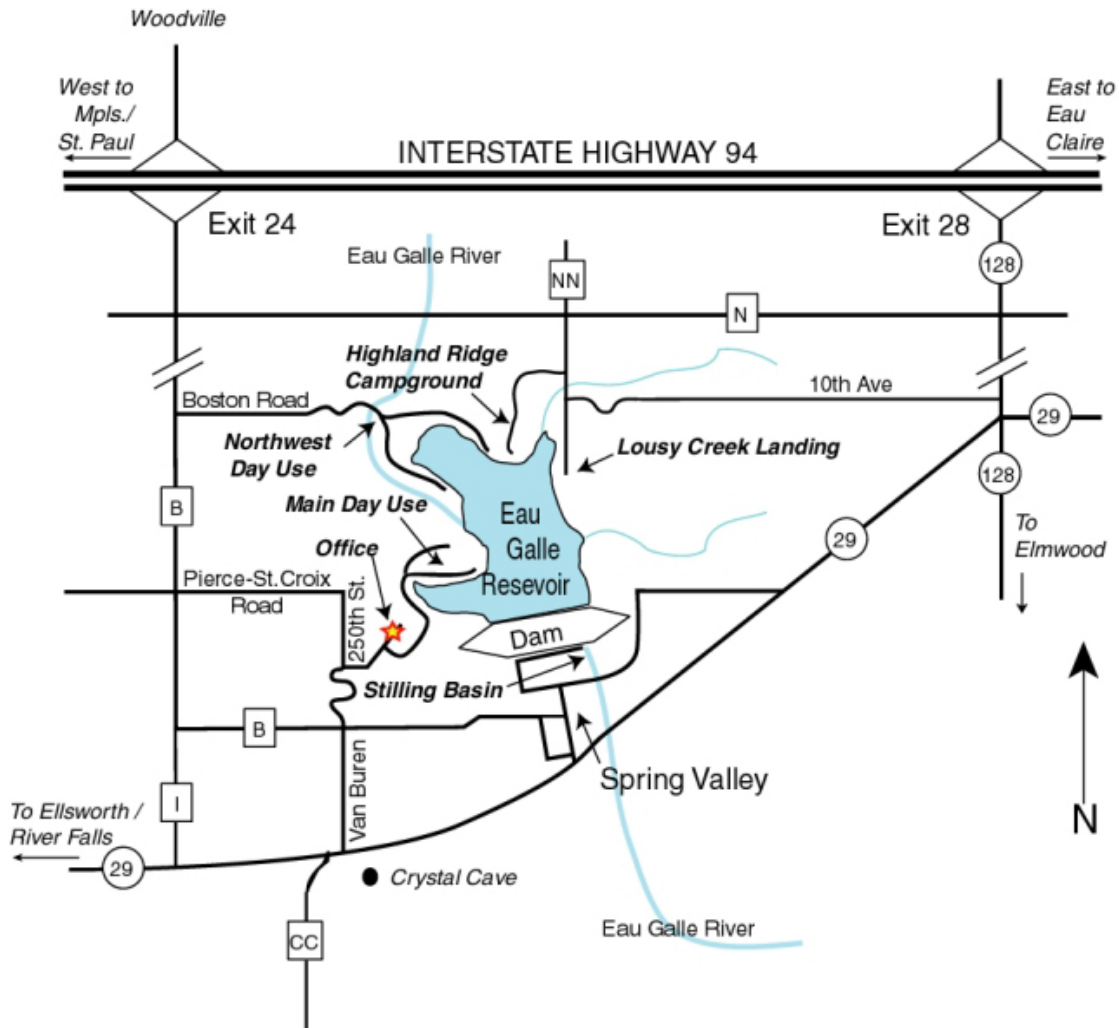
#### **5.0            PAYMENT**

**5.1**            Payment shall be made as a lump sum for one job, after all the specified work is completed and tested by the contractor and approved by the Corps of Engineers. An invoice shall be mailed to the Eau Galle Lake Project Office at W501 Eau Galle Dam Rd., Spring Valley, WI 54767.

#### **TECHNICAL POINT OF CONTACT**

**6.1**            The technical point of contact for this contract is David Reynolds, (715) 778-5562.

# VICINITY MAP OFFICE RESTROOM REHAB



## CLAUSES INCORPORATED BY FULL TEXT

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**52.209-4001 BIDDER'S QUALIFICATIONS (APR 1984) FAR 9.105-1**

Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

**52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

**52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

**52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **David Reynolds, Park Manager**

Address: **Eau Galle Lake Project, W501 Eau Galle Dam Rd., Spring Valley, WI 54767**

Telephone: **(715) 778-5562**

(End of provision)

**52.236-4005 UNAVAILABILITY OF UTILITY SERVICES**

The responsibility shall be upon the Contractor to provide and maintain at its expense, adequate utilities for its use for construction and domestic consumption, and to install and maintain necessary connections and lines for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance, temporary connections and lines installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

## Section 00600 - Representations & Certifications

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)



## (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

**252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term

supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section 00700 - Contract Clauses

### CLAUSES INCORPORATED BY FULL TEXT

#### **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within **5** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **30 days after the Contractor receives the Notice to Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### **52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

or

<http://farsite.hill.af.mil/vffara.htm>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

## **52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

**52.236-2 DIFFERING SITE CONDITIONS (APR 1984)**

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

**52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;



(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

#### **52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

**52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)**

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

**52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

**52.236-8 OTHER CONTRACTS (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

**52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

#### **52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

#### **52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the

responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

#### **52.236-12 CLEANING UP (APR 1984)**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

#### **52.236-13 ACCIDENT PREVENTION (NOV 1991)**

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these

requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

#### **52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

**52.236-17 LAYOUT OF WORK (APR 1984)**

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

**52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials

furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

#### **52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)**

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

#### **252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)**

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

**252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)**

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.



## **Section 0800 – Special Contract Requirements**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **52.214-5000 ARITHMETIC DISCREPANCIES – EFARS**

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids. These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

#### **52.232-4004 INVOICE PROCEDURES**

In accordance with CONTRACT CLAUSE titled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the contractor shall submit invoices as follows:

a. In order to qualify for a periodic payment, the Contractor must submit a proper invoice (request for payment) to the Contracting Officer's Representative (COR) and a determination must be made that supplies or services conform to the contract requirements. This determination will be made for the sole purpose of processing progress payments and will not constitute formal acceptance. The due date for making progress payments shall be as stated in the contract clause: PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS.

b. The submitted request for payment must be accompanied with documentation adequate to substantiate the amount requested. Substantiation shall be consistent with the clauses in the solicitation titled Quantity Surveys, Purchase Orders, Invoices, etc. satisfactory to the COR.

c. The Contractor must also include with the payment request a certification as described in the Clause "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS".

d. Payment requests will be reviewed for propriety by the COR. Defective invoices will be returned to the Contractor for resolution with defects identified. Along with the returned invoice, the COR may include, at its option, an ENG FORM 93-PAYMENT ESTIMATE reflecting the substantiated and uncontested payment amount. The Contractor will then be given the option of signing and returning the FORM 93 for payment along with the original invoice and certification or resubmitting a revised invoice and certification. To expedite payment, the Contractor may request

in writing that the COR retain the defective invoice and immediately process the payment request at the amount determined to be acceptable to the Government.

**52.236-4006 SAFETY AND HEALTH REQUIREMENTS MANUAL INTERIM CHANGES, EM 385-1-1 (APR 2001)**

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

**52.236-4014 PURCHASE ORDERS**

Two legible copies of each purchase order issued by the Contractor or the Contractor's subcontractors for materials and equipment to be incorporated into the project, shall be furnished the Contracting Officer as soon as issued. Each purchase order shall (1) be clearly identified with applicable Department of Army contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, and (4) indicate a definite delivery date. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased.

**52.246-4001 LABORATORY AND TESTING FACILITIES**

The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to SECTION 00700: INSPECTION OF CONSTRUCTION. The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work.

**52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS**

“Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.”

(End of Clause)